

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
SEATTLE DIVISION

JINBUM CHOI, an individual, and
SANGYOON PARK, an individual,

Plaintiffs,

v.

XAVIER TAULEALEA and “JANE DOE”
TAULEALEA, individually and the marital
community comprised thereof, and
WORLDWIDE FLIGHT SERVICES
(WFS), a corporation,

Defendants.

WORLDWIDE FLIGHT SERVICES
(WFS), a corporation,

Third Party Plaintiff,

v.

KOREAN AIR LINES CO., LTD. dba
KOREAN AIR, a corporation,

Third Party Defendant.

CAUSE NO. 2:24-cv-00420

THIRD-PARTY COMPLAINT

COMES NOW Defendant Worldwide Flight Services, Inc. (WFS), by and through their

counsel of record, Wilson Elser Moskowitz Edelman & Dicker, LLP, alleges as follows:

I. NATURE OF ACTION

1.1 This is a cause of action for breach of contract to recover compensation for damages sustained by WFS as a result of Korean Air's breach of the Standard Ground Handling Agreement (SGHA). The SGHA is enclosed as Attachment A, and Annex B1.0 is enclosed as Attachment B to this Third-Party Complaint.

II. PARTIES

2.1 Plaintiffs Jinbum Choi and Sangyoon Park reside in Seoul, South Korea.

2.2 Third-party Plaintiff WFS is a domestic corporation, incorporated in Delaware, with its principal place of business at John F. Kennedy Airport, Jamaica, New York. WFS is licensed to do business in Washington State and conducts business at Seattle Tacoma International Airport.

2.3 Third-party Defendant Korean Air Lines Co. LTD, dba Korean Air, is a foreign corporation with its principal place of business at 260 Haneul-gil, Gangseo-gu Seoul, Korea. Korean Air is licensed to do business in Washington State and conducts business at Seattle Tacoma International Airport.

2.4 Jurisdiction is proper in this Court pursuant to 28 U.S.C. §1332(a)(1). WFS' cause of action against Third-party Defendant Korean Air arises out of Korean Air's breach of the SGHA, including failure to defend, indemnify, and hold WFS harmless in the lawsuit brought by Plaintiffs Choi and Parks.

2.5 Venue is proper because the allegations in Plaintiffs' Complaint arose at Seattle Tacoma International Airport.

III. FACTS

3.1 Plaintiffs Choi and Park filed suit in King County Superior Court on or about February 15, 2024, alleging a cause of action in tort as to WFS for injuries sustained by Plaintiff Choi on January 11, 2022 at Seattle Tacoma International Airport while Plaintiff Choi was working on the runway, overseeing incoming Korean Air flights. Plaintiffs allege that they sustained injury as a result of WFS employee Xacier Taulealea's negligent conduct, and they plead negligence and vicarious liability as to WFS.

3.2 WFS removed the action to this Court on March 27, 2024, pursuant to 28 U.S.C. §1441(b).

3.3 WFS and Korean Air entered into an agreement, the Standard Ground Handling Agreement. The parties signed Amendment 2 to the SGHA Annex B1.0, attached, on June 5, 2017. The amendment incorporated changes to Paragraph 6 of the agreement, stating that the "Agreement shall be effective from June 1, 2017 until May 31, 2020 and continue thereafter until either Party gives 60 days written notice to the other Party."

3.4 The SGHA and Annex B1.0 provide that Korean Air is the Carrier and WFS is the Handling Company.

3.5 Article 8.1 of the SGHA provides that: "the Carrier shall not make any claim against the Handling Company and shall indemnify it (subject as hereinafter provided) against any legal liability for claims or suits, including costs and expenses incidental thereto, in respect of... injury or death of any employee of the Carrier ... arising from an act or omission of the Handling Company in the performance of this Agreement unless done with intent to cause damage, death, delay, injury or loss or recklessly and with the knowledge that damage, death, delay, injury or loss would probably result."

1 3.6 Article 8.1 further states that “all claims or suits arising hereunder shall be dealt with by
2 the Carrier.”

3 3.7 The SGHA and Annex B1.0 was the operative agreement between WFS and Korean Air
4 at the time of plaintiffs Choi and Park’s alleged injury. WFS tendered plaintiffs’ claim to
5 Korean Air pursuant to the SGHA. Korean Air did not accept the tender.

6 **IV. CAUSE OF ACTION**

7 4.1 Pursuant to Article 8.1 of the SGHA, Korean Air has a duty to defend, indemnify, and
8 hold WFS harmless from the lawsuit filed by Plaintiffs Choi and Park.

9 4.2 Korean Air’s failure to defend, indemnify, and hold harmless is a breach of the SGHA.

10 4.3 Korean Air’s failure to defend, indemnify, and hold WFS harmless has caused damages
11 to WFS, including and not limited to attorney’s fees and costs in enforcing the SGHA, and
12 defending Plaintiffs’ Complaint.

13 **V. DEMAND FOR RELIEF**

14 WHEREFORE, Third-Party Plaintiff WFS prays for the following relief:

- 15 1. For Korean Air to perform its obligations to WFS under the SGHA, including to defend,
16 indemnify, and hold WFS harmless in the lawsuit filed by Plaintiffs Choi and Park;
17
18 2. For costs and disbursements herein, including reasonable attorney fees and damages
19 incurred as a result of Korean Air’s breach;
20
21 3. Pre and post judgment interest; and
22
23 4. For such further and other relief as the Court deems just.
24

1 DATED this 17th day of April, 2024.

2 WILSON, ELSER, MOSKOWITZ,
3 EDELMAN & DICKER LLP

4 By: /s/ Hailey K. Delay

5 Dirk J. Muse, WSBA #28911

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14 *Attorneys for Defendant Worldwide*
15 *Flight Services, Inc.,*

CERTIFICATE OF SERVICE

I hereby certify that on April 17, 2024, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to all attorneys of record.

DATED this 17th day of April, 2024, at Seattle, Washington.

/s/ Hailey K. Delay
Hailey K. Delay, WSBA #54887